# AFFIDAVIT OF NOTARY PRESENTMENT

STATE OF NEW YORK FILED SS. FEB 0 8 2022 COUNTY OF Nathan Ochsner, Clerk of Court **CERTIFICATION OF MAILING** On this day 2<sup>nd</sup> day of August, 2021, for the purpose of verification. I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that Patrick Pryce-Latty appeared before me with the following documents listed below. I, the undersigned notary, personally verified that these documents listed below were placed in an envelope and sealed by me. They were sent by the UNITED STATES Post Office Registered Mail. Mailed to TIFFANY & CO. 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693 Receipt # 7021 0350 0001 7684 8691 The following items were placed in the envelopes: 1. Affidavit of Truth - 3 pages 2. Invoice - 1 page 3. Exhibit A trough J - 16 pages 4. Affidavit of Notary Presentment - 2 page 5. Debt Validation LOI - 1 page 6. Notice of Rights of Recession - 1 page 7. Cease and Desist - 3 pages Total Number of Pages: 27 Sincerely. Patrick Pryce-Latty Executed on " Witness my hand and official seal TARY PUBLIC My commission expires: JULY 18 LILLIAM ROSA Notary Public, State of New York No. 01R06130488 Notary Seal:

Qualified in Bronx County
Commission Expires July 18, 2025

# **LEGAL NOTICE**

The Certifying Notary is an independent contractor and not a party to this claim. In fact, the certifying Notary is a federal witness pursuant to TITLE 18, PART I, CHAPTER 73, SEC, 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi-postal inspector under the Homeland Security Act by being compelled to report any violations of the U.S. postal regulations as an officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of TITLE 18 U.S. CODE, SECTION 242, titled "Deprivation of Rights Under color of Law," which primarily governs police misconduct investigations. This statute makes it a crime for any person acting under Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. Laws.

# **CEASE AND DESIST**

Patrick Pryce-Latty
480 Halstead Avenue APT 5N, Harrison, NY, 10528

August 2nd, 2021

TIFFANY & CO 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693

Account Number: 6010440407893544

Name: Patrick Pryce-Latty Credit Amount: \$25,901.63

To whom this may concern,

Pursuant to 15 U.S. Code § 1692c(c) I am notifying you in writing that I, the natural person, Executor and Original Creditor refuse to pay this alleged debt. I am demanding that you cease all forms of communication with me through any and all mediums, directly and indirectly. A Consumer Reporting Agency(Transunion, Experian, Equifax, Innovis) is an example of a medium.

I am dissatisfied with my purchase that I made with my credit card(as defined pursuant to 15 U.S. Code § 1602) and in good faith, I am giving the opportunity to correct the violation found in the RETAIL INSTALLMENT CREDIT AGREEMENT provided by, TIFFANY & CO. The purchase was made within 100 miles of my current mailing address and the purchase price was \$25,901.43; I have not fully paid for the purchase with \$19,426.26 allegedly remaining.

Be mindful that pursuant to 15 U.S. Code § 1611 - TIFFANY & CO. May be held criminally liable for willful and knowing violation.

Pursuant to 15 U.S. Code § 1692c(C)(2) -

I am invoking my specified remedy as a federally protected consumer, and the Original Creditor I am demanding all of the following:

- 1. Send valuation of the property purchased using my credit card as defined under the Truth In Lending Act as 'any card or other credit device existing for the purpose of obtaining money, property, labor, or services on credit,' so be it; to the address on my consumer credit application and submit proof in writing that this has been complete.
- 2. Pursuant to 15 U.S. Code § 1635(b), I am exercising my right to rescind the TIFFANY & CO. Retail Installment Credit Agreement by midnight of the third business day; let it be understood that I did not receive any copy of disclosure or form of my consumer credit transaction. You have 20 days from the receipt of this notice to adhere to applicable FEDERAL LAW.
- 3. I am demanding my down payment for this 'credit card' in the amount of \$6,475.41 be made payable to Patrick Pryce-Latty and mailed to the address presented on my consumer credit application completed in store with proof of this action pursuant to 15 U.S. Code § 1635(b)

- 4. Pursuant to 15 U.S. Code § 1692k Pay the attached invoice and compensate me for every individual action labeled in the attached exhibit. If not, I will not hesitate to take legal action.
- 5. Remove inquiry from my consumer report(s) pursuant to 15 U.S. Code § 1681b(a)(2) and 15 U.S. Code § 1692c in regard to communication through any and all mediums.
- 6. Credit to the account 6010440407893544 to be open and available for use; pursuant to applicable FEDERAL LAW as a card member who exercised their right I shall not be discriminated against.
- 7. Lastly an apology pursuant to 15 U.S. Code § 1692j for furnishing a deceptive form that me made feel I was obligated to pay a debt when I granted my credit for extension for personal goods.

Sincerely

Patrick Pryce - La

Executed on '

Witness my hand and official seal

NOTARY PUBLIC

My commission expires: July 18 , 2026

Notary Seal:

LILLIAM ROSA
Notary Public, State of New York
No. 01RO6130488
Qualified in Bronx County
Commission Expires July 18, 2025

# **REQUEST FORM**

1. Name and address of alleged creditor:
2. Name of file of alleged debtor:
3. Alleged Account Number:
4. Address on file for alleged debtor:
5. Amount of alleged debt:
6. Date (this alleged debt became payable):
7. Date of Original Charge or delinquency:
8. Was this debt assigned to a debt collector or purchased:
9. Amount paid if debt was purchased:
10. Commission for debt if collection efforts are successful:
Please provide the name and address of the bonding agent for TIFFANY & CO., in case legal action becomes necessary:
Authorized Signature of Creditor:
Date:

You must return this completed form along with copies of all requested information, assignments or other transfer agreements, which would establish your right to collect this alleged debt within thirty days from the date of your receipt of this letter.

Your claim cannot and will not be considered if any portion of this form is not completed and returned with copies of all requested documents. This is a request made pursuant to the Fair Debt Collection Practices Act.

Please allow thirty days for processing once I receive this information.

A receipt (this portion of the Certified Mail label) e A unique identifier for your mailpiece. Electronic verification of delivery or attempted delivery.

A record of delivery (including the recipient's signature) that is retained by the Postal Service" for a specified period.

### nportant Reminders:

You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.

Certified Mail service is not available for international mail.

Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.

For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:

Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811 Domestic Beturn Receipt; attach PS Form 3811 to your mailpiece; IMPORTANTE Save this receipt for your receives.

for an electronic return regeipt, see a retail associate for assistance. To receive a duplicate le return receipt for no additional fee, present this USPS@-postmarked Certified Mail receipt to the retail associate.

Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.

· Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).

- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

a To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailplece, apply appropriate postage, and deposit the mailpiece.

PA receipt (this portion of the Certified Weiklahel) 22 Electronic verification of delivery or attempted

delivery.

A record of delivery (including the recipient's signature) that is retained by the Postal Service. for a specified period.

### Important Reminders:

Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail service.

Certified Mail service is not available for international mail.

B Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.

For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:

- Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, Domestic Return Receipt; attach PS Form 3811 to your mailpiece; for an electronic return escipi, see v retail 52 associate for assistance, to receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

Restricted delivery service, which provides delivery to the addressee specified by name, or

to the addressee's authorized agent. Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).

Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

™ To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office" for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

EMPORTANT: Save this receipt for your records. PS Form 3800, April 2015 (Reverse) PSN 7530-02-000-9047

3 Form 3800, April 2015 (Reverse) PSN 7530-02-000-9047

USPS TRACKING#

First-Class Mail Postage & Fees Paid USPS Permit No. G-10

9590 9402 5800 0034 6006 39

**United States Postal Service**  Sender: Please print your name, address, and ZIP+4® in this box®

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USPS TRACKING#

First-Class Mail Postage & Fees Paid USPS Permit No. G-10

9590 9402 6727 1060 4885 86

**United States Postal Service**   Sender: Please print your name, address, and ZIP+4® in this box® 1485 WALTON AVE #32 Brons, NY, 10452

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# RIGHTS OF RECESSION NOTICE

TIFFANY & CO 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693

August 2nd, 2021

Patrick Pryce-Latty 480 Halstead Avenue APT 5N, Harrison, NY, 10528 DOB: 09/02/1990 SS# XXX-XX-1716

To whom this may concern,

I am exercising my right to rescind from this consumer credit transaction, pursuant to 15 U.S. Code § 1635(a). Credit Card Account 6010440407893544. In addition, I, Patrick Pryce-Latty am aware of 15 U.S. Code § 1640(2)(A)(i) and have identified that a finance charge, defined pursuant to 15 U.S. Code § 1605 was assessed however, it did not include the sum of all charges; Insurance; (5) Premium or other charge for any guarantee or insurance protecting the creditor against the obligor's default or other credit loss. I, the consumer demand remedy pursuant to 15 U.S. Code § 1640(2)(A)(i). Pursuant to 15 U.S. Code § 1692e(8) is contradicting to what is said is the billing rights provided by TIFFANY & CO. which states, "If we think you owe an amount and you do not pay we may report you as delinquent."

### Under 15 U.S. Code § 1635(a)(b)(g)(4) - Right of rescission as to certain transactions

### (a) Disclosure of obligor's right to rescind

Except as otherwise provided in this section, in the case of any consumer credit transaction (including opening or increasing the credit limit for an open end credit plan) in which a security interest... The creditor shall also provide, in accordance with regulations of the Bureau, appropriate forms for the obligor to exercise his right to rescind any transaction subject to this section.

### (b) Return of money or property following rescission

When an obligor exercises his right to rescind under subsection (a), he is not liable for any finance or other charge, and any security interest given by the obligor, including any such interest arising by operation of law, becomes void upon such a rescission. Within 20 days after receipt of a notice of rescission, the creditor shall return to the obligor any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the obligor, the obligor may retain possession of it. I, as a federally protected consumer am demanding compliance and payment based on the individual actions listed above.

(4) Applicability - This subsection shall apply to all consumer credit transactions in existence.

Sincerely,

Patrick Pryce-Latty

Case 4:22-cv-00419 Document 1-2 Filed on 02/08/22 in TXSD Page 9 of 52

# DEBT VALIDATION LETTER OF INSTRUCTION

Patrick Pryce-Latty 480 Halstead Avenue APT 5N, Harrison, NY, 10528

August 2nd, 2021

EXHIBIT

TIFFANY & CO 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693

To whom this may concern,

Be advised, this is not a refusal to pay, but a notice sent pursuant to 15 U.S. Code § 1692g(a)(5) (b) stating your claim is disputed and validation is requested.

This is **not** a request for "verification" or proof of my mailing address, but a request for **validation** made pursuant to the above-named Title and Section. I humbly request your office provide me with competent evidence that I have any legal obligation to pay you.

At this time, I will also inform you that if your offices have reported invalidated information to any of the 3 major credit bureaus (Transunion, Equifax and Experian) this action may constitute fraud under both Federal and State Laws. Do to that fact, if any negative mark is found on any of my credit reports by your company or the company that you represent, I will not hesitate in bringing legal action against you and your client for the following: Violation of the Fair Credit Reporting Act, Violation of the Fair Debt Collection Practices Act, and Defamation of Character.

If your offices are able to provide the proper documentation as requested in the following Declaration, I will require at least thirty days to investigate this information, during which time all collection activity must cease and desist. Also, during this validation period, if any action is taken which could be considered detrimental to any of my credit reports, I will consult with my legal counsel for suit. This includes any listing of any information to a credit reporting repository that could be inaccurate or invalidated.

If your office fails to respond to this validation request within thirty days from the date of receipt, all references to this account must be deleted and completely removed from my credit file, and a copy of such deletion request shall be sent to me immediately.

Sincerely.

Patrick Pryce-Latty

# **AFFIDAVIT OF TRUTH**

### STATE OF NEW YORK COUNTY OF WESTCHESTER

Patrick Pryce-Latty 480 Halstead Avenue APT 5N Harrison, NY 10528 DOB: 09/02/1990 SS# XXX-XX-1716

TIFFANY & CO 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693

Notice to all,

I am affirming that I am, the consumer in fact, natural person, original creditor, lender, executor, administrator, holder in due course for any and all derivatives thereof for the surname/given name of PATRICK PRYCE-LATTY, and I have been appointed and accept being the executor both public and private for all matters preceding, and I herby claim that I will d/b/a PATRICK PRYCE-LATTY and autograph, as the agent, attorney in fact, so be it;

Whereas, I of age, of majority, give this herein notice to all, I make solemn oath to the one and only most high of creation only, whoever that may be, and I depose the following facts, so be it, now present:

Fact, the Fair Debt Collection Practices Act of 15 USC ch. 41 § 1692 is intended to secure my rights as a consumer, natural person and original creditor.

Fact, the Truth In Lending Act of 15 USC ch. 41 § 1601 is intended to secure my rights as a consumer, natural person and original creditor.

Fact, the Fair Credit Reporting Act of 15 USC ch. 41 § 1681 is intended to secure my rights as a consumer, natural person and original creditor.

Fact, affiant is aware that pursuant to 15 U.S. Code § 1611(1)(3) - Criminal liability for willful and knowing violation (1) gives false or inaccurate information or fails to provide information which he is required to disclose under the provisions of this subchapter or any regulation issued thereunder and; if an organization (TIFFANY & CO) fails to comply with any requirement imposed under this subchapter, shall be fined not more than \$5,000 or imprisoned not more than one year, or both. TIFFANY & CO has violated this individual action. Please see proof attached as EXHIBIT A, B, C, D AND E.

Fact, Affiant is aware that pursuant to 15 U.S.C 1692k - Civil Liability; TIFFANY & CO may be held liable for violations.

Fact, Affiant is aware that pursuant to 15 U.S.C 1681n(a) - Civil liability for willful noncompliance Any person(organization i.e. TIFFANY & CO) who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of, (1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or (B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual

damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater. Lastly, pursuant to 15 U.S.C 1681n(b) Civil liability for knowing noncompliance - Any person(organization i.e. TIFFANY & CO) who obtains a consumer report from a consumer reporting agency(i.e. TRANSUNION, EQIFAX, EXPERIAN, INNOVIS) under false pretenses or knowingly without a permissible purpose shall be liable to the consumer reporting agency(i.e. TRANSUNION, EQIFAX, EXPERIAN, INNOVIS) for actual damages sustained by the consumer reporting agency(i.e. TRANSUNION, EQIFAX, EXPERIAN, INNOVIS) or \$1,000, whichever is greater.

Fact, Affiant is aware that pursuant to 15 U.S. Code § 1692c(c)(1)(2)(3) - Communication in connection with debt collection - (c) If a consumer(executor) notifies a debt collector(TIFFANY & CO) in writing that the consumer(executor) refuses to pay a debt(or alleged obligation) or that the consumer(executor) wishes the debt collector(TIFFANY & CO) to cease further communication(directly or indirectly to any person through any medium) with the consumer(executor), the debt collector(TIFFANY & CO) shall not communicate further with the consumer(executor) with respect to such debt except— for sections (1)(2)(3) of this subchapter. Please see proof attached as EXHIBIT F

Fact, Affiant is aware that pursuant to 15 U.S. Code § 1605(a)(5) - Determination of finance charge - Except as otherwise provided in this section, the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges, payable directly or indirectly by the (natural) person to whom the credit is extended, and imposed directly or indirectly by the (Original) creditor as an incident to the extension of credit. The finance charge does not include charges of a type payable in a comparable cash transaction. Here are some examples of charges which are included in the finance charge include any of the following types of charges which are applicable: (4) Fee for an investigation or credit report. (5) Premium or other charge for any guarantee or insurance protecting the creditor(refers only to a person) against the obligor's default or other credit loss. Please see proof attached as EXHIBIT E AND G.

Fact, Affiant is aware that pursuant to 15 U.S. Code § 1635(a)(b)(f)(g) - Right of rescission as to certain transactions; (a) Except as otherwise provided in this section, in the case of any consumer credit transaction in which a security interest, including any such interest arising by operation of law, is or will be retained or acquired in any property which is used as the principal dwelling of the person to whom credit is extended, the obligor shall have the right to rescind the transaction until midnight of the third business day following the consummation of the transaction or by notifying the creditor(TIFFANY & CO), in accordance with regulations of the Bureau, of his intention to do so. (b) When an obligor exercises his right to rescind under subsection (a), he is not liable for any finance or other charge, and any security interest given by the obligor, including any such interest arising by operation of law, becomes void upon such a rescission. Within 20 days after receipt of a notice of rescission, the creditor(TIFFANY & CO) shall return to the obligor any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. (f) An obligor's right of rescission shall expire three years after the date of consummation of the transaction or upon the sale of the property, whichever occurs first. (g) In any action in which it is determined that a creditor (TIFFANY & CO) has violated this section, in addition to rescission the court may award relief under section 1640 of this title for violations of this subchapter not relating to the right to rescind. Please see proof attached as EXHIBIT F AND H.

Fact, Affiant is aware that pursuant to 15 U.S. Code § 1692g(a)(5)(b) within 5 days of initial communication I should have gotten a written notice expanding on written disclosure of the name and address of the original creditor, if different from current creditor.

Fact, Affiant is aware that pursuant to 15 U.S. Code § 1666i - a card issuer who has issued a credit card to a cardholder pursuant to an open end consumer credit plan shall be subject to all claims (other than tort claims) and defenses arising out of any transaction in which the credit card is used as a method of payment or extension of credit if (1) the obligor has made a good faith attempt to obtain satisfactory

resolution of a disagreement or problem relative to the transaction from the **person(organization)** honoring the credit card, so be it;

I swear to all information provided herein, I do so under the penalty of perjury that the information I so affirm to be true, correct and accurate to the best of my ability and knowledge, so be it;

On the date of August 2nd patrick Pryce-Latty, agent, d/b/a PATRICK PRYCE-LATTY came before me to day present as a flesh and blood living being (non entity/non debtor) under oath to the most high of creation only and provided the facts listed herein.

AFEIANT PRINTED NAME

AFFIANT SIGNAVURE

Executed on " 2 and day of Javasir 2021

Witness my hand and official seal

NOTARY PUBLIC

My commission expires: July 18, 2026

Notary Seal:

LILLIAM ROSA
Notary Public, State of New York
No. 01RO6130488
Qualified in Bronx County
Commission Expires July 18, 2025

# RIGHTS OF RECESSION NOTICE

TIFFANY & CO 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693

August 2nd, 2021

Patrick Pryce-Latty 480 Halstead Avenue APT 5N, Harrison, NY, 10528 DOB: 09/02/1990 SS# XXX-XX-1716

To whom this may concern,

I am exercising my right to rescind from this consumer credit transaction, pursuant to 15 U.S. Code § 1635(a). Credit Card Account 6010440407893544. In addition, I, Patrick Pryce-Latty am aware of 15 U.S. Code § 1640(2)(A)(i) and have identified that a finance charge, defined pursuant to 15 U.S. Code § 1605 was assessed however, it did not include the sum of all charges; Insurance; (5) Premium or other charge for any guarantee or insurance protecting the creditor against the obligor's default or other credit loss. I, the consumer demand remedy pursuant to 15 U.S. Code § 1640(2)(A)(i). Pursuant to 15 U.S. Code § 1692e(8) is contradicting to what is said is the billing rights provided by TIFFANY & CO. which states, "If we think you owe an amount and you do not pay we may report you as delinquent."

Under 15 U.S. Code § 1635(a)(b)(g)(4) - Right of rescission as to certain transactions

### (a) Disclosure of obligor's right to rescind

Except as otherwise provided in this section, in the case of any consumer credit transaction (including opening or increasing the credit limit for an open end credit plan) in which a security interest... The creditor shall also provide, in accordance with regulations of the Bureau, appropriate forms for the obligor to exercise his right to rescind any transaction subject to this section.

### (b) Return of money or property following rescission

When an obligor exercises his right to rescind under subsection (a), he is not liable for any finance or other charge, and any security interest given by the obligor, including any such interest arising by operation of law, becomes void upon such a rescission. Within 20 days after receipt of a notice of rescission, the creditor shall return to the obligor any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the obligor, the obligor may retain possession of it. I, as a federally protected consumer am demanding compliance and payment based on the individual actions listed above.

(4) Applicability - This subsection shall apply to all consumer credit transactions in existence.

Sincerely,

Patrick Pryce-Latty

# DEBT VALIDATION LETTER OF INSTRUCTION

Patrick Pryce-Latty
480 Halstead Avenue APT 5N, Harrison, NY, 10528

August 2nd, 2021

TIFFANY & CO 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693

To whom this may concern,

Be advised, this is not a refusal to pay, but a notice sent pursuant to 15 U.S. Code § 1692g(a)(5) (b) stating your claim is disputed and validation is requested.

This is **not** a request for "verification" or proof of my mailing address, but a request for **validation** made pursuant to the above-named Title and Section. I humbly request your office provide me with competent evidence that I have any legal obligation to pay you.

At this time, I will also inform you that if your offices have reported invalidated information to any of the 3 major credit bureaus (Transunion, Equifax and Experian) this action may constitute fraud under both Federal and State Laws. Do to that fact, if any negative mark is found on any of my credit reports by your company or the company that you represent, I will not hesitate in bringing legal action against you and your client for the following: Violation of the Fair Credit Reporting Act, Violation of the Fair Debt Collection Practices Act, and Defamation of Character.

If your offices are able to provide the proper documentation as requested in the following Declaration, I will require at least thirty days to investigate this information, during which time all collection activity must cease and desist. Also, during this validation period, if any action is taken which could be considered detrimental to any of my credit reports, I will consult with my legal counsel for suit. This includes any listing of any information to a credit reporting repository that could be inaccurate or invalidated.

If your office fails to respond to this validation request within thirty days from the date of receipt, all references to this account must be deleted and completely removed from my credit file, and a copy of such deletion request shall be sent to me immediately.

Sincerely.

Patrick Prvce-Latty

### DISCLOSURE REQUIRED BY FEDERAL LAW. YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

Your Billing Rights: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit billing Act.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Tiffany & Co

15 Sylvan Way

Parsippany, NJ 07054-9693

In your letter, give us the following information:

believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

account information:

Account information: Your name and account number.

Dollar amount: The dollar amount of the suspected error. — \$\frac{1}{2} \cdot \frac{1}{2} \cdot \fra You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

We cannot try to collect the amount in question, or report you as delinquent on

### that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the 15 USC 1666 (A) (3) remaining amount due on the purchase.

To use this right, all of the following must be true:

The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

My Card Diate or Ahar Credit device existing

For the purpose of obtaining morney properly

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or other

or with a check that accesses your credit card account do not qualify. ~ No ( AS)

in Consoner and transaction Services on ed with the purchase, contact us in You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Tiffany & Co 15 Sylvan Way Parsippany, NJ 07054-9693

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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RETAIL INSTALLMENT CREDIT AGREEMENT

MOANNA PENSON or enganization

In this Agreement, the words "you" and "your" refer to any person who signs this Agreement. has requested and is issued a Tiffany & Co. credit card, or is authorized to use this Tiffany & Co. credit card account ("Account"); "we", "us", "our", and "Tiffany & Co," refer to Tiffany & Company U.S. Sales LLC. a Delaware limited liability company, with an address at Fifth Avenue and 57th Street, New York, NY 10022, and any person or entity to whom this Account may be assigned.

### 1. PROMISE TO PAY/WHEN AGREEMENT IS EFFECTIVE

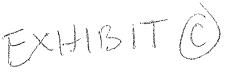
When you sign the Application for this Account, you will be agreeing to everything written here. Therefore, before you sign the Application, you should read this entire Agreement, which includes the costof-credit disclosures required by Federal Law. The information you provide on the Application that identifies you is incorporated in this Agreement by reference. This Agreement will not be effective until we approve your Application, and then after that, only if you or someone authorized by you signs a sales slip or otherwise charges a purchase to this Account.

### 2. COST OF CREDIT

(a) As required by applicable law, the following chart sets forth some of the terms of the Account:

Annual Percentage Rates (APR) for Purchases	8% - 21%  The APR varies by state; please see the "State Specific Interest Rates and Interest Charges" table below in this account agreement.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees		
Annual Fee		None
Penalty	Fees	
• La	ate Payment	<b>\$0.00 to \$10.00</b> . This fee will vary by state; please see Paragraph 5 below in this account agreement.
• Re	turned Payment	<b>\$0.00 to \$25.00</b> . This fee will vary by state; please see Paragraph 5 below in this account agreement.



### 13. CHANGE OF ADDRESS AND GOVERNING LAW

This Agreement is governed by the law of your state of residence when this Account was opened. You agree to notify us promptly in writing if you move. Until we receive written notice of your new address, we will continue to send monthly statements and other notices to the address you gave on the Application for this Account. Once we receive written notice that you have moved to another state, the terms of this Agreement that are applicable to your new state of residence will apply to the entire balance in your Account.

Notice to Maryland Residents: This Account is governed by Subtitle 9, Title 12 of the Maryland Commercial Law Article.

**Notice to Texas Residents:** The Interest Charge rate shown above is authorized under the Market Competitive Rate ceiling in effect under Tex. Rev. Civil. Stat. Article 50966.03. To contact Tiffany & Co. about this account, call us toll free at 1-800-827-1396. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, TX 78705-4207. Phone (512) 4791285 or 1-800-538-1579. Contact the Commissioner relative to any inquiries or complaints.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Notice: See reverse side for important information regarding your rights to dispute billing errors.

BY SIGNING THE ACCOMPANYING ACCOUNT REQUEST FORM, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CREDIT AGREEMENT.

TIFFANY & CO. U.S. SALES LLC Fifth Avenue and 57th Street New York, NY 10022

By:

Henry Iglesias Treasurer Document 1-2 Filed on 02/08/22 in TXSD Page 18 of 52

Maine, South Carolina, North Carolina, Michigan, Hawaii, Florida, Illinois, Connecticut, Delaware, District of Columbia, Nebraska, Massachusetts, Minnesota, Pennsylvania, New Hampshire. New Mexico, North Dakota, South Dakota,

West Virginia, Rhode Island, Washington,

No returned check fee.

### 6. DEFAULT/COLLECTION COSTS

Wyoming, Puerto Rico, Guam

If you fail to pay any minimum monthly payment when due, if you declare bankruptcy, or if you die, it will be a default, and subject to any right you may have under state law to receive notice of and to cure such default, we may declare the entire unpaid balance in the Account due and payable. If the Account is referred to an attorney who is not our salaried employee and we prevail in a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorneys' fees. No attorneys' fees will be imposed in any state, or in any amount, where not permitted by law. We will pay your reasonable attorneys' fees if you prevail in a suit we bring against you under this Agreement. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### 7. CANCELING OR LIMITING YOUR CREDIT

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Unless otherwise provided by applicable law, we have the right at any time to limit or terminate the use of your Account without giving you notice in advance. All credit cards we issue remain our property and, if requested, you agree to return any credit card issued to you. You agree to notify us promptly (call us toll free at Tel. No. 18008271396) if any credit card we issue to you is lost or stolen.

### 8. CHANGE IN THIS AGREEMENT

We may change any term of this Agreement, including the rate of Interest Charge, by furnishing you notice of the change to the extent required by applicable law. If permitted by applicable law, any new terms may, at our option, be applied to any balance existing in the Account at the time of the change, as well as to any subsequent 15 USC 1681 by 2) transactions.

# 9. CREDIT INVESTIGATION /

-You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, or extension of credic Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

### 10. DISPUTED AMOUNTS

All written communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full" you tender with other conditions or limitations, or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the billing statement. For important information regarding your right to dispute billing errors under Federal Law, see the "Your Billing Rights Notice" that accompanies your copy of this Agreement.

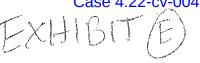
### 11. MARKETING INFORMATION

To the extent permitted by applicable law, you give us and any holder of this Agreement permission to furnish information about you (usually only your name, address and other identifying data) to other persons who may use that information to solicit you for products or services. You can request that we discontinue furnishing this information by calling us toll free at 1-800-827-1396 or by writing us at Tiffany & Co., P.O. Box 6150, Parsippany, New Jersey 07054-9693.

### 12. DISPUTE RESOLUTION

The exclusive means of resolving any controversy or claim arising out of or relating to this Agreement or any related purchase contract, or the breach, termination or invalidity of any of the foregoing shall be in the applicable state and federal courts. The parties hereby waive the right to punitive or exemplary damages but shall have the right to reasonable attorneys' fees and other court related costs awardable to the prevailing party.

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State Specific Interest Rates and Interest Ch	arges	
_		
ANNUAL PERCENTAGE RATE (APR) for Purchases		·
(Af K) for Furchases	If you live in:	The APR is:
	II you nvo iii.	
	California	<b>10%</b> (1)
	Arkansas	<b>17%</b> (2)
	Connecticut, Washington, Michigan	<b>12%</b> (3)
	Hawaii, North Carolina, Massachusetts, South Carolina, Minnesota, Louisiana	18% (4)
	Florida	<b>15%</b> (5)
	Nebraska, Guam	<b>18%</b> (4) on balances of \$500 or more;
		21% (6) on all other balances
	Alabama	<b>18%</b> (4) on balances between \$750 and \$2,000;
		21% (6) on all other balances.
	West Virginia	<b>18%</b> (4) on balances of \$750 or less;
		12% (3) on balances greater than \$750.
	Kentucky	8% (7) on balances of \$15,000 and under;
		<b>21%</b> (6) on balances above \$15,000.
	All other states, Puerto Rico and the District of Columbia	21% (6)
Grace Period for repayment of balances	30 days on average	
Method of computing the balance	Average daily balance (exclud	ling current transactions)
Annual Fee	None	
Minimum finance charge	If you live in:	The minimum finance charge is:
	Hawaii, Arkansas, District of Columbia, Maryland, Nebraska, Michigan, North Carolina, South Carolina, Arizona, and Guam	None
See	All other states (W) (1) Monthly Periodic Rate of 0	\$0.50 833%

- (1) Monthly Periodic Rate of 0.833%
- (2) Monthly Periodic Rate of 1.4166%
- (3) Monthly Periodic Rate of 1.000%
- (4) Monthly Periodic Rate of 1.500%
- (5) Monthly Periodic Rate of 1.250%
- (6) Monthly Periodic Rate of 1.750%
- (7) Monthly Periodic Rate of 0.666%

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LXH1151

# **CEASE AND DESIST**

Patrick Pryce-Latty
480 Halstead Avenue APT 5N, Harrison, NY, 10528

August 2nd, 2021

TIFFANY & CO 15 SYLVAN WAY PARSIPPANY, NJ 07054-9693

Account Number: 6010440407893544

Name: Patrick Pryce-Latty Credit Amount: \$25,901.63

To whom this may concern,

Pursuant to 15 U.S. Code § 1692c(c) I am notifying you in writing that I, the natural person, Executor and Original Creditor refuse to pay this alleged debt. I am demanding that you cease all forms of communication with me through any and all mediums, directly and indirectly. A Consumer Reporting Agency(Transunion, Experian, Equifax, Innovis) is an example of a medium.

I am dissatisfied with my purchase that I made with my credit card(as defined pursuant to 15 U.S. Code § 1602) and in good faith, I am giving the opportunity to correct the violation found in the **RETAIL INSTALLMENT CREDIT AGREEMENT provided by, TIFFANY & CO.** The purchase was made within 100 miles of my current mailing address and the purchase price was \$25,901.43; I have not fully paid for the purchase with \$19,426.26 allegedly remaining.

Be mindful that pursuant to 15 U.S. Code § 1611 - TIFFANY & CO. May be held criminally liable for willful and knowing violation.

Pursuant to 15 U.S. Code § 1692c(C)(2) -

I am invoking my specified remedy as a federally protected consumer, and the Original Creditor I am demanding all of the following:

- 1. Send valuation of the property purchased using my credit card as defined under the Truth In Lending Act as 'any card or other credit device existing for the purpose of obtaining money, property, labor, or services on credit,' so be it; to the address on my consumer credit application and submit proof in writing that this has been complete.
- 2. Pursuant to 15 U.S. Code § 1635(b), I am exercising my right to rescind the TIFFANY & CO. Retail Installment Credit Agreement by midnight of the third business day; let it be understood that I did not receive any copy of disclosure or form of my consumer credit transaction. You have 20 days from the receipt of this notice to adhere to applicable FEDERAL LAW.
- 3. I am demanding my down payment for this 'credit card' in the amount of \$6,475.41 be made payable to Patrick Pryce-Latty and mailed to the address presented on my consumer credit application completed in store with proof of this action pursuant to 15 U.S. Code § 1635(b)

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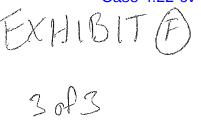
EXHIBIT (E)

4. Pursuant to 15 U.S. Code § 1692k - Pay the attached invoice and compensate me for every

- individual action labeled in the attached exhibit. If not, I will not hesitate to take legal action.
- 5. Remove inquiry from my consumer report(s) pursuant to 15 U.S. Code § 1681b(a)(2) and 15 U.S. Code § 1692c in regard to communication through any and all mediums.
- 6. Credit to the account 6010440407893544 to be open and available for use; pursuant to applicable FEDERAL LAW as a card member who exercised their right I shall not be discriminated against.
- 7. Lastly an apology pursuant to 15 U.S. Code § 1692j for furnishing a deceptive form that me made feel I was obligated to pay a debt when I granted my credit for extension for personal goods.

Sincerely,  Sincerely,  Patrick Pryce Lasty	
Executed on ",	
Witness my hand and official seal	
NOTARY PUBLIC	DATE
My commission expires:, 20	
Notary Seal:	

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# **REQUEST FORM**

1. Name and address of alleged creditor: 2. Name of file of alleged debtor: 3. Alleged Account Number: 4. Address on file for alleged debtor: 5. Amount of alleged debt: 6. Date (this alleged debt became payable): 7. Date of Original Charge or delinquency: 8. Was this debt assigned to a debt collector or purchased: 9. Amount paid if debt was purchased: 10. Commission for debt if collection efforts are successful: Please provide the name and address of the bonding agent for TIFFANY & CO., in case legal action becomes necessary: Authorized Signature of Creditor: Date:

You must return this completed form along with copies of all requested information, assignments or other transfer agreements, which would establish your right to collect this alleged debt within thirty days from the date of your receipt of this letter.

Your claim cannot and will not be considered if any portion of this form is not completed and returned with copies of all requested documents. This is a request made pursuant to the Fair Debt Collection Practices Act.

Please allow thirty days for processing once I receive this information.

### PATRICK PRYCE-LATTY

### REFERENCE NUMBER: XXXX XXXX XXXX 3544

ACCOUNT SUMMARY		PAYMENT INFORMAT	TON	er felega egyat sengel ili. Ur. elek tida grefekti tiglete ili. E
Credit Limit	\$3,000.00	New Balance	arran en en Can escanador que dels residende l'Arrando estre de estre en escanado de la consecue de l'Arrando e	\$19,426.26
Credit Available	\$16,426.00-	Minimum Payment Due		\$3,238.00
Days in Billing Cycle	31	Payment Due Date		January 13, 2022
Billing Closing Date	December 19, 2021	To avoid finance charges p	olease pay the retail balar	nce,
Payment Due Date	January 13, 2022	along with the monthly		
Minimum Payment Due	\$3,238.00	Financing you may have, a	nd (if applicable) fees/ cl	harges
Past Amount Due	\$1,619.00	totaling \$3238.00.		
Previous Retail Balance	\$0.00	Late Payment Warning: If we listed above you may have to	pay a \$10.00 late fee.	* * * * * * * * * * * * * * * * * * * *
Previous Tiffany Select		Return Check Fee Warning: If your payment by check is returned to us you will! charged a Return Check Fee of up to \$25.		
Financing Balance	\$19,426.26	Minimum Payment Warning	g: If you make only the mini	imum payment for each
Payments & Credits Retail Purchases & Other	- \$0.00	period, you will pay more in it revolving retail installment be		longer to pay off your
Charges Tiffany Select Financing	+ \$0.00	If you make no additional	I carre Eleganica del colo el Sistema de la colo de la colo	And you will end up
purchases	+ \$0.00	and each month you pay	statement in about	
FINANCE CHARGES	÷ \$0.00			
New Balance	** \$19,426.26	Only the minimum payment	10 Years	\$21,836.00
Questions? Please Call Tiffa	ny & Co. 800-827-1396	If you would like informat	ion about credit counse	ling services, call

Parsippany, NJ 07054-9693

1-800-827-1396

### **IMPORTANT MESSAGES**

PO Box 6150

Or Write:

7-2

If you would like to request a copy of the terms and conditions for your account please go online to Tiffany com and select customer service or call 800-827-1396.

If you would like to pay your bill by phone please call customer service at 800-827-1396, Mon-Fri 9am-5pm EST.

The Tiffany & Co credit card site has gotten a fresh look. Please visit www.tiffany.com/managemyaccount to select electronic statements or set up one-time payments, schedule future payments or create recurring payments.

### SEE REVERSE SIDE FOR IMPORTANT INFORMATION

5796 0002 C3H 7 12 211219 0

X PAGE 1 of 2

10 9328 0400 STD2 01AC5796 Please detach botrom portion and submit with payment using enclosed envelope

13020

P.O. BOX 6150 PARSIPPANY, NEW JERSEY 07054-9693

Please make check payable to Tiffany&Co

Check here if address change is requested. See reverse side.

Payment Information

REFERENCE NUMBER XXXX XXXX XXXX 3544 Payment Due Date January 13, 2022 New Balance \$19,426.26 \$3,238.00 Minimum Payment

Amount Enclosed \$

PATRICK PRYCE-LATTY

1234 MIDLAND AVE APT 56

BRONXVILLE NY 10708-6405

13020 K212

Tiffany & Co P.O. Box 1728 Memphis TN 38101-1728 

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### In case of errors or questions about your bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at P.O. Box 6150, Parsippany, NJ 07054-9693 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us. but doing so will not preserve your rights.

#### In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- · Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### Special Rule for Credit Card Purchases:

If you have a problem with the quality of goods or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services.

### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT STATEMENT

#### 1. Payments:

You may at any time pay your total indebtedness or any part of it, but you must pay at least the "Minimum Payment Due" shown on the front of this statement by the "Payment Due Date." There may be a delay of up to 5 days in posting payments made at locations other than the address listed on your monthly bill. You will not incur late payment fees for payments received at any time on or before the payment due date shown on the front of this bill and at the same address shown on the front of this bill. Business days are Monday through Friday. To avoid late payment fees, we must receive the full minimum payment due by the payment due date shown on the front of this statement.

### 2. Finance Charge:

The Finance Charge that appears on the front of this statement is minimum FINANCE CHARGE of \$.50 in any month in which the Finance Charge that results from the application of the periodic rate would be less than \$.50, except there is no minimum FINANCE CHARGE in AR, DC, GU, HI, MD, NE, NC, PR AND SC.

#### Balance Method for Computing Finance Charge:

We calculate the Finance Charge by applying the periodic rate(s) shown on the front of this statement to the "Average Daily Balance" of your account (excluding current transactions). To get the "Average Daily Balance" we take the beginning balance of your Account each day, and subtract any payments and credits and late fee, returned check fee and any unpaid Finance Charge. We do not add any new purchases. This gives us the daily balance. Then, we add together all the daily balances for the billing cycles and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance".

#### 4. Credit Balances:

If there is a credit balance due on your account, it will be shown by "CR" next to the amount appearing in the New Balance box. This is money we owe you. You can make charges against this amount or obtain a cash refund of the full amount we owe you upon request by writing to us at the address shown after "Questions" on the front of this statement. Any amount remaining in your account that is not charged against or refunded upon request that is over \$1.00 will be refunded automatically within 30 days after the expiration of six months. Please include your signature and your account number on all correspondence.

### 5. Notice About Credit Reports:

A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### Disputed Amounts:

Payment of any amount you dispute is not required until we resolve your billing inquiry. All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full", or you otherwise tender as full satisfaction of a disputed amount, must be sent to the address for billing inquiries shown on this billing statement. A summary of your billing rights under federal law appears above.

O1AC5796 - 3 - 12/11/2012

Name Correction
Address Change
Phone Change

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### PATRICK PRYCE-LATTY

REFERENCE NUMBER: XXXX XXXX XXXX 3544

### IMPORTANT MESSAGES (continued)

"Special Message Regarding Cash Payments: Cash payments exceeding \$10,000 (including two more related cash payments made within any 12-month period) will be reported by Tiffany and Company on IRS/FinCEn Form 8300 in accordance with applicable law."

Post Date	Trans Date	Reference Number	Transaction Description	Amount
			Fees	
7 547 24		and the second of the second o	TOTAL FEES FOR THIS BILLING PERIOD	\$0.00
	NAME.		Interest Charged	,
		e materia (1941) i la l'ese differit distribue a l'	TOTAL INTEREST FOR THIS BILLING PERIOD	\$0.00

2021 Totals )	ear to-Date	6.40
Total fees charged in 2021		60.00
Total interest charged in 2021	4	60.00

NEW YORK RESIDENTS MAY CONTACT THE NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES BY TELEPHONE OR VISIT IT'S WEBSITE FOR FREE INFORMATION ON COMPARATIVE CREDIT CARD RATES, FEES AND GRACE PERIODS. NY STATE DEPT OF FINANCIAL SERVICES: 1-800-342-3736 http://www.dfs.ny.gov/consumer/creditdebt.htm

TSF Sales Date	Financing Terms	Merchandise Description	Amount Financed	Total TSF Balance Outstanding	TSF Monthly Payment Due
07/31/21	25% DOWN 12 MONTHS	IMPORTANT COLOR RINGS	\$19,426.26	\$19,426.26	\$3,238.00
FINAN	CE CHARGE SUMMARY				gang panggalan na kama da manggalan kata gang ban ta
Your Ar	mual Percentage Rate (A	PR) is the annual interest rate on you	r account		
3. (7 6.1 2 1					
	Balance	ANNUAL PERCENTAGE RATE (APR)	Balance Subject to Interest Rate	INT	EREST CHARGE
Type of I				INT	EREST CHARGE \$0.00

RETURN SERVICE REQUESTED

PATRICK PRYCE-LATTY 1234 MIDLAND AVE APT 5G BRONXVILLE NY 10708-6405

4000q5899 K212 FIRST CLASS MAI

December 29, 2021

PATRICK PRYCE-LATTY 1234 MIDLAND AVE APT 5G BRONXVILLE NY 10708-6405

A00045899 K212

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Account # 3544
Balance \$19,436.26
Past Due Amount \$1,619.00

Dear Patrick Pryce-Latty,

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Since we have not received your payment for \$3,238.00 we were wondering if you have some reason for not paying.

If there is a problem with your account which is causing you to delay payment, we would greatly appreciate you letting us know. If there are no problems and you haven't already mailed in your payment, won't you take a moment to send it today?

Your prompt attention to this matter is appreciated. Should you have any questions, please contact me at 1-800-580-2143.

Payments may be made for no additional fee via:

- 1. Phone 1-800-580-2143
- 2. On-line www.tiffany.com/managemyaccount
- 3. Mail to Tiffany & Co., P.O. Box 1728, Memphis, TN 38101-1728. Please include your complete account number.

Payments Risk-Collections

RETURN SERVICE REQUESTED

PATRICK PRYCE-LATTY 1234 MIDLAND AVE APT 5G BRONXVILLE NY 10708-6405

A08023932

K201

FIRST CLASS MAI

January 19, 2022

PATRICK PRYCE-LATTY 1234 MIDLAND AVE APT 5G BRONXVILLE NY 10708-6405

A00023932 K201

Account# 3544 Balance \$19,436.26 Past Due Amount \$3,238.00

0-0

Dear Patrick Pryce-Latty,

You are important to us, so we are concerned as to why your account continues to be past due. Prompt payments assure continued availability of all charge privileges. If there is a problem with your account which is causing you to delay payment, we'd greatly appreciate you letting us know.

Please call us with any questions you may have about your account at 1-800-580-2143. Otherwise, we would appreciate your payment.

Payments may be made for no additional fee via:

- 1. Phone 1-800-580-2143
- 2. On-line www.tiffany.com/managemyaccount
- 3. Mail to Tiffany & Co., P.O. Box 1728, Memphis, TN 38101-1728. Please include your complete account number.

Payments Risk-Collections

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TIFFANY & CO.

200 FIFTH AVENUE NEW YORK, NEW YORK 10010 212 230 5397

CATHERINE W.H. SO GENERAL COUNSEL SENIOR VICE PRESIDENT - LEGAL

September 13, 2021

Patrick Pryce-Latty 1234 Midland Ave Apt 5G Bronxville NY 10708-6405 therightpryce@yahoo.com

Mr. Pryce-Latty,

We are in receipt of your communications and documentation dated August 2, 2021 regarding your Tiffany Select Financing account (Account Number 6010440407893544).

We have reviewed your submissions and investigated the matter, and have concluded that there is not any legal basis for your claims against or demands on Tiffany & Co. As was discussed with you, as a customer service courtesy, if you are dissatisfied with your purchase, we would agree to rescind your Tiffany Select Financing Retail Installment Credit Agreement ("Select Financing Agreement") and provide a full refund of your down payment amount upon your return of the item to our retail location. Alternatively, you may satisfy your obligations under the Select Financing Agreement by tendering the full amount owed. Otherwise, if you are not willing to return the item, the financing will remain in place and you will be obligated to make all payments due under the Select Financing Agreement.

Please note, with respect to your concerns arising under the Fair Debt Collections Practices Act (15 USC § 1692, et seq), that such provisions do not apply to Tiffany & Co. or Tiffany and Company U.S. Sales, LLC (singly and together, as applicable, "Tiffany") as neither a "debt collector" as defined under 15 USC § 1692a(6). This is because Tiffany is a creditor that services accounts on its own behalf, and is not collecting debts "due another." As such, the obligations and limitations expressly applicable to "debt collectors" under 15 USC §§ 1692c, 1692e, 1692g, 1692j, and 1692k do not apply to Tiffany. Additionally, the \$5,000 penalty amount that is listed on the document titled "Invoice #555" does not give rise to a private cause of action under 15 USC § 1611.

Further, while you had requested that we remove inquiries from your credit report(s) "pursuant to 15 U.S. Code § 1681b(a)(2)," that statute applies to consumer reporting agencies, not creditors, and merely lists "[i]n accordance with the written instructions of the consumer to whom it relates" as one of the permissible purposes for a consumer reporting agency to furnish a consumer report. You expressly authorized Tiffany to "investigate your credit history by obtaining consumer reports" under Section 9 of your Select Financing Agreement. For the same reasons, Tiffany has no liability for any willful noncompliance under 15 USC § 1681n.

File# 21-039518-M1

Finally, we note that the right to a recission of a consumer credit transaction, as referenced in your Rights of Recission Notice, only applies to a credit transaction "in which a security interest... is or will be retained or acquired in any property which is used as the principal dwelling of the person to whom credit is extended." 15 USC § 1635(a). As such, the right of recission under 15 USC § 1635 does not apply to this transaction, as no such security interest was taken in your principal dwelling.

For these reasons, we do not feel that any further action on our part is necessary at this time. As we mentioned, if you would like to return the ring to one of our retail locations, we are happy to rescind the Select Financing Agreement and refund your down payment as a customer courtesy, or you may tender the full amount owed. Otherwise your obligations under the Select Financing Agreement will remain in place.

Please note this letter shall not operate as a waiver of any right or remedy of Tiffany under the Select Financing Agreement nor constitute a waiver of any provision of the Select Financing Agreement. Accordingly, Tiffany reserves the right to enforce its rights and remedies under the Select Financing Agreement at any time, **including provisions regarding default**.

Please do not hesitate to contact me with any questions.

Very truly yours,

Catherine So

General Counsel, Senior Vice President - Legal

15 USE 16 Classes 22-cv-00119 Document 1-3 Fitted on 62138121611200 Page 33 of 52 cease and symbol or logic and which by mail and veceived Aug. 4th 12 patrick pryce-latty debt on business 15 USE 1692168)

REFERENCE NUMBER: XXXX XXXX XXXX XXXX 3544

ACCOUNT SUMMARY		PAYMENT INFORMAT	ION	/
Credit Limit \$3,0	00.00	New Balance	15 USC 1692 d (2)	\$19,426.26
Credit Available \$16,	426.00-	Minimum Payment Due	(1)	\$0.00
Days in Billing Cycle	30	Payment Due Date	(6)	September 13, 2021
Billing Closing Date / August 19	9, 2021	Late Payment Warning: If we	do not receive your minim	ium payment by the date
Payment Due Date V September 13	3, 2021	listed above you may have to p	oay a \$10.00 late fee.	. ,
Minimum Payment Due 15 USC ( QQ2 d (2)	\$0.00	Return Check Fee Warning:		s returned to us you will be
Past Amount Due	\$0.00	charged a Return Check Fee of	1	
("()		Minimum Payment Warning period, you will pay more in ir		
Previous Retail Balance	\$0.00	revolving retail installment ba	dance. For Example:	onger to pay on your
Previous Tiffany Select		If you make no additional	You will pay off the	And you will end up
Financing Balance	\$0.00	charges using this card	balance shown on this	paying an estimated
Payments & Credits	\$0.00	and each month you pay	statement in about	total of
Retail Purchases & Other Charges +	\$0.00	444		
Tiffany Select Financing	\$0.00	Only the minimum payment	0 Months	\$0.00
purchases + \$19,	426.26			
FINANCE CHARGES + \	\$0.00	If you would like informat 1-800-827-1396	ion about credit counse	ling services, call
	426.26			
1505e 1692e(2)(A)	11 6	12 HO ATT M	10-12	15 USC 1605
Questions? Please Call Tiffany & Co. 800-827-1396	Nhy is	the \$6,4 (5.4)	het snown:	- (3 000 (04)
Or Write: PO Box 6150	- 4 1	or cause cash i	n net Suppesed	·
Parsippany, NJ 07054-9693	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	A ? a Androna	credit trousents	on? 15USe 169
Is & Duesdin 1	u presa	the \$6,475.41 secande cash in a Consumer	0,000,000	,
15 USC 1692e(11) - Startes no 2	here the	at this is an aftern.	A to collect a Le	bt
IMPORTANT MESSAGES		,		
If you would like to request a copy of the terms and condition	ns for your a	ccount please go online to Tiff	any.com and select custom	er service or call
800-827-1396.	Α .	1692110 -	Unfair Practice	
Did you know that you could receive your monthly statemen delivery method to switch to electronic statements. Thank y	t electronica	ally and pay your bill online? Ple		
If you would like to pay your bill by phone please call custom	er service at	800-827-1396, Mon-Fri 9am-7 <sub>1</sub>	om EST.	

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

11 9328 0400 STD2 01AC5796

D PAGE 1 of 2

001 7 12 210819 0

0001 C3H

1-2

## **IMPORTANT MESSAGES (continued)**

The Tiffany & Co credit card site has gotten a fresh look. Please visit <a href="www.tiffany.com/managemyaccount">www.tiffany.com/managemyaccount</a> to select electronic statements or set up one-time payments, schedule future payments or create recyrring payments.

"Special Message Regarding Cash Payments: Cash payments exceeding \$10,000 (including two more related cash payments made within any 12-month period) will be reported by Tiffany and Company on IBS/FinCEn Form 8300 in accordance with applicable law."

15 USC 1692e(11)-States no where that this is an attempt to called a debot -talk and deep to

Post Date	Trans Date	Reference Number	Transaction Description	Amount
08/02	07/31	P9328006N0HNG14GM	TIFFANY & CO. WHITE PLAINS NY	\$19,426.26
			IMPORTANT COLOR RINGS	
			MISCELLANEOUS SUNDRY	
		and the second s	Fees	
			TOTAL FEES FOR THIS BILLING PERIOD	\$0.00
	* * *		Interest Charged	
			TOTAL INTEREST FOR THIS BILLING PERIOD	\$0.00

2021 Totals Year-to-Date	
Total fees charged in 2021	. \$0.00
Total interest charged in 2021	\$0.00

NEW YORK RESIDENTS MAY CONTACT THE NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES BY TELEPHONE OR VISIT IT'S WEBSITE FOR FREE INFORMATION ON COMPARATIVE CREDIT CARD RATES, FEES AND GRACE PERIODS. NY STATE DEPT OF FINANCIAL SERVICES: 1-800-342-3736 http://www.dfs.ny.gov/consumer/creditdebt.htm

PAYMENT OF AMOUNT IN DISPUTE \$19426.26 NOT REQUIRED.

15 use 1692e(2)(A)

TIFFAN	Y SELECT FINANCING	SUMMARY			
TSF Sales Date	Financing Terms	Merchandise Description	Amount Financed	Total TSF Balance Outstanding	TSF Monthly Payment Due
07/31/21	25% DOWN 12 MONTHS.	important color rings The \$6,475.41, paid in con	\$19,426.26 3h net Shavn	\$19,426.26 any where	7 - 15 USC 50.00
FINANC	CE CHARGE SUMMARY				

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	ANNUAL PERCENTAGE RATE (APR)	Balance Subject to Interest Rate	INTEREST CHARGE
Purchases	21.00%	\$0.00	\$0.00
25% DOWN 12 MONTHS	0.00%	\$0.00	\$0.00

un

12

Case 4:22-cv-00419 Document 1-2 Filed on 02/08/22 instysp page 35 of 52/ Jan of Cease and desist, submitted by mail and received by 4th 21

### BILLE IG RIGHTS SUMMARY

In case of errors or questions about your bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at P.O. Box 6150, Parsippany, NJ 07054-9693 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

### In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### Special Rule for Credit Card Purchases:

If you have a problem with the quality of goods or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services.

### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT STATEMENT

### Payments:

You may at any time pay your total indebtedness or any part of it, but you must pay at least the "Minimum Payment Due" shown on the front of this statement by the "Payment Due Date." There may be a delay of up to 5 days in posting payments made at locations other than the address listed on your monthly bill. You will not incur late payment fees for payments received at any time on or before the payment due date shown on the front of this bill and at the same address shown on the front of this bill. Business days are Monday through Friday. To avoid late payment fees, we must receive the full minimum payment due by the payment due date shown on the front of this statement.

### Finance Charge:

The Finance Charge that appears on the front of this statement is minimum FINANCE CHARGE of \$.50 in any month in which the Finance Charge that results from the application of the periodic rate would be less than \$.50, except there is no minimum FINANCE CHARGE in AR, DC, GU, HI, MD, NE, NC, PR AND SC.

### **Balance Method for Computing Finance Charge:**

We calculate the Finance Charge by applying the periodic rate(s) shown on the front of this statement to the "Average Daily Balance" of your account (excluding current transactions). To get the "Average Daily Balance" we take the beginning balance of your Account each day, and subtract any payments and credits and late fee, returned check fee and any unpaid Finance Charge. We do not add any new purchases. This gives us the daily balance. Then, we add together all the daily balances for the billing cycles and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance".

If there is a credit balance due on your account, it will be shown by "CR" next to the amount appearing in the New Balance box. This is money we owe you. You can make charges against this amount or obtain a cash refund of the full amount we owe you upon request by writing to us at the address shown after "Questions" on the front of this statement. Any amount remaining in your account that is not charged against or refunded upon request that is over \$1.00 will be refunded automatically within 30 days after the expiration of six months. Please include your signature and your account number on all correspondence.

Notice About Credit Reports: 15 USC 1692d(i) Threat to hux my reputation A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

<ol><li>Disputed Amounts:</li></ol>	6.	Disputed	Amounts:
-------------------------------------	----	----------	----------

Payment of any amount you dispute is not required until we resolve your billing inquiry. All communications concerning disputed amounts, including any check or

The payment instrument in an amount less than the full amount due that you send to us marked "paid in full", or you otherwise tender as full satisfaction of a disputed amount, must be sent to the address for billing inquiries shown on this billing statement. A summary of your billing rights under federal law appears above.

15 USE 16 Hell - Startes No When they this is an afternet to advert a debit.

OIAC5796-3-12/11/2012

Falsa and deceptor

Name Correction	
Address Change	
Phone Change	

FORWARDING SERVICE REQUESTED

PRR FIRSS U.S.

Mail I

P.O. BOX 6150 PARSIPPANY, NEW JERSEY 07054-9693

Please make check payable to Tiffany&Co

PATRICK PRYCE-LATTY 1234 MIDLAND AVE APT 5G BRONXVILLE NY 10708-6405

7078635111100000000000



ENV 4961 (



## l'IFFANY & CO.

WHITE PLAINS (914) 686-5100

Sales Professional: K. Drab ORDER #: 109299854:... STORE: 0019 REG: 998 07/31/2021 RSP: 27026 . 9 17 1 4 TRAN: 9854 TAKE

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11.87

Bas Charses 535-11-00053517 18KPT RDRU 1.41TW W/2HDDI 151-92-63220213 Item Tax 8.3 23900.00 2001.63 8.375%

VO () VALUATION NAME & AUDRESS: Patrick Pryce 1234 Midland Avenue Apt 56 Branzville, NY 10708-6405

PUNCHASER NAME & ADDRESS: Patrick Pryce 1234 Midland Avenue Aet 6G BronxVille, NY 10708-6405 9147863642 RECIPIENT NAME & ADDRESS: Patrick Pruce 1234 Midland Avenue APT 5G Bronsville, NY 10708-6405

23900.05 2001.63 Subtotal 10601 8.375% 331193170

Total \$25901.68
DEPOSIT: 6475.41
DUC # 000190109070605 ISS DATE 07731/2021
CASH 0.01
TSF ACCOUNT 19426.26 CASH 0.0 TSF ACCOUNT 19426.2 ACCT # XXXXXXXXXXXXXXXX3544 CRD CODE 603 First Installment Due: 09/21, 25% DOWN PAYMENT, 1/12, Interest Free



SEE YOUR RETAIL INSTALLMENT CREDIT AGREEMENT, WHICH GOVERNS THIS TRANSACTION, FOR ADDITIONAL TERMS REGARDING PAYMENT OF THE ABOVE AMOUNT AND THE COST OF CREDIT 0000037279869

#### ORDER CONFIRMATION TIFFANY & CO.

07/31/2021 3:05PM 109299854

REVERSE SIDE OF RECEIPT STATES THE TERMS AND CONDITIONS OF SALE

Customer Signature

Customer shall be responsible for compliance with applicable laws and regulations resarding payment of all sales taxes, duties and other taxes and the declaration of goods in their state or country of residence. Your state may require you to report and remit use taxes associated with this purchase, unless specifically exempt from taxation. Failure to do so may subject the customer to civil and/or criminal liability and may affect the ability of liffany & Co. to provide

662

# TIFFANY & CO. PATRICK PRYCE-LATTY

Application Date: 7/30

Primary App	General :	Information	Applicant CIP	Information			Sales Information
Cash Flow	2000000690	06309	PATRICK	PRYCE-L	_ATTY	084-78-1716	19-WP - The Westchester
	app id		name	mi last	suffix	SSN	store number/name
Bureau	7/30/2021	Approvals work quoue	309 RUGER LN 09/02/1990			44 - 44	sales professional id
	R/A	7/30/2021	physical address line 1	physical addre	ass line 2	DOB	6010440407893544
Approval Stips	decision	decision date	TOBYHANNA	PA	18466	30	fdr account number
Funding Stips			city	state/province	zip	age	151 25901 department code purchase price paper application
Funding	Same Advanced between the contract	consider the constraint of the desired constraints.		e e gelekolari karaktara 1 yang e baya 12	and the second of the second of	and the stage of t	
Fraud	Approvidecision	€ ✓ decline reason(s)	withdraw reason		Save	Submit Clo	<b>se</b> 
<b>Decision History</b>	Primary	Applicant					
App History							
Comments	MR Y P	ATRICK st	PRYCE-LATT'	<b>Y</b>	Physical	Address	
		084-78-1716 09/	02/1990		309 RUG	ER LN	
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	driver license num	nbor state	exp date		address line 2	· entre est of the entre experience	A CONTRACTOR OF THE PROPERTY O
			•		TOBYHA	NNA F	PA × 18466
	<u>Employme</u>	ent Information			city		province zip
					Select	1.11 (1.11)	5 USA
	JPMORGA employer name	N CHASE CO	employer phone		housing	yy at residence imn	n at residence country
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	address line 2	anggah termah Kingdom nggan si didinap ng nipit na nggangah siningi	en a menganista de la proposa. Así se mel facilità como problem e la messaciande	AC 100 100 1	address line 1		Marketine 17 15 11 - a 1
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	Student I	<u>nformation</u>					
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	university namo	. Der den mig der in der den der mit d	area of study	ates a second	city		NY 10528  fpravince zip
	Authorize	d User (US ONLY	<b>)</b> .		Contact	Information	
	title Gr	rst	ml last	THE RESIDENCE AND THE	914-786-	an an agreement and a control of the first of the control of the c	s (YiN)
	Miscellan	eous Information	ı		alternate phor	ne allernate phone sm	

CONTROL OF THE SECOND OF THE S

I AM LOOKING TO COMPLETE THIS CONSUMER CREDIT TRANSACTION WITH NO DOWN PAYMENT OF CASH. I HAVE SUBMITTED PAYMENT ONLY TO SHIP THE RING FROM ANOTHER STORE IN CALI TO NY.

#### 13. CHANGE OF ADDRESS AND GOVERNING LAW

This Agreement is governed by the law of your state of residence when this Account was opened. You agree to notify us promptly in writing if you move. Until we receive written notice of your new address, we will continue to send monthly statements and other notices to the address you gave on the Application for this Account. Once we receive written notice that you have moved to another state, the terms of this Agreement that are applicable to your new state of residence will apply to the entire balance in your Account.

Notice to Maryland Residents: This Account is governed by Subtitle 9, Title 12 of the Maryland Commercial Law Article.

**Notice to Texas Residents:** The Interest Charge rate shown above is authorized under the Market Competitive Rate ceiling in effect under Tex. Rev. Civil. Stat. Article 50966.03. To contact Tiffany & Co. about this account, call us toll free at 1-800-827-1396. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, TX 78705-4207. Phone (512) 4791285 or 1-800-538-1579. Contact the Commissioner relative to any inquiries or complaints.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Notice: See reverse side for important information regarding your rights to dispute billing errors.

BY SIGNING THE ACCOMPANYING ACCOUNT REQUEST FORM, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CREDIT AGREEMENT.

TIFFANY & CO. U.S. SALES LLC Fifth Avenue and 57th Street New York, NY 10022

By:

Henry Iglesias Treasurer

#### DISCLOSURE REQUIRED BY FEDERAL LAW. YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

#### Your Billing Rights: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit billing Act.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Tiffany & Co

15 Sylvan Way

Parsippany, NJ 07054-9693

In your letter, give us the following information:

Account information: Your name and account number

Count number. 199 901 "63" 199 Dollar amount: The dollar amount of the suspected error. -

Description of Problem: If you think there is an error on your bill, describe what you

believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

We cannot try to collect the amount in question, or report you as delinquent on

#### that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the 15 USC 1666 (A) (3) remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

New for the purchase made with cash advances from an ATM or experiment.

or with a check that accesses your credit card account do not qualify. - No ( ash

in Consumer and I formation Services on Executified with the purchase, contact us in 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Tiffany & Co 15 Sylvan Way Parsippany, NJ 07054-9693

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Maine, South Carolina, North Carolina,	No returned check fee.
Michigan, Hawaii, Florida, Illinois,	
Connecticut, Delaware, District of	
Columbia, Nebraska, Massachusetts,	
Minnesota, Pennsylvania, New Hampshire,	
New Mexico, North Dakota, South Dakota,	
West Virginia, Rhode Island, Washington,	
Wyoming, Puerto Rico, Guam	

#### 6. DEFAULT/COLLECTION COSTS

If you fail to pay any minimum monthly payment when due, if you declare bankruptcy, or if you die, it will be a default, and subject to any right you may have under state law to receive notice of and to cure such default, we may declare the entire unpaid balance in the Account due and payable. If the Account is referred to an attorney who is not our salaried employee and we prevail in a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorneys' fees. No attorneys' fees will be imposed in any state, or in any amount, where not permitted by law. We will pay your reasonable attorneys' fees if you prevail in a suit we bring against you under this Agreement. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

#### OXYMOVON 7. CANCELING OR LIMITING YOUR CREDIT

Unless otherwise provided by applicable law, we have the right at any time to limit or terminate the use of your Account without giving you notice in advance. All credit cards we issue remain our property and, if requested, you agree to return any credit card issued to you. You agree to notify us promptly (call us toll free at Tel. No. 18008271396) if any credit card we issue to you is lost or stolen.

#### 8. CHANGE IN THIS AGREEMENT

We may change any term of this Agreement, including the rate of Interest Charge, by furnishing you notice of the change to the extent required by applicable law. If permitted by applicable law, any new terms may, at our option, be applied to any balance existing in the Account at the time of the change, as well as to any subsequent 9. CREDIT INVESTIGATION - 15 1) SC 168( 12)

-You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, or extension of credit Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

#### 10. DISPUTED AMOUNTS

All written communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full" you tender with other conditions or limitations, or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the billing statement. For important information regarding your right to dispute billing errors under Federal Law, see the "Your Billing Rights Notice" that accompanies your copy of this Agreement.

#### 11. MARKETING INFORMATION

To the extent permitted by applicable law, you give us and any holder of this Agreement permission to furnish information about you (usually only your name, address and other identifying data) to other persons who may use that information to solicit you for products or services. You can request that we discontinue furnishing this information by calling us toll free at 1-800-827-1396 or by writing us at Tiffany & Co., P.O. Box 6150, Parsippany, New Jersey 07054-9693.

#### 12. DISPUTE RESOLUTION

The exclusive means of resolving any controversy or claim arising out of or relating to this Agreement or any related purchase contract, or the breach, termination or invalidity of any of the foregoing shall be in the applicable state and federal courts. The parties hereby waive the right to punitive or exemplary damages but shall have the right to reasonable attorneys' fees and other court related costs awardable to the prevailing party.

Method of computing the balance   Meth	State Specific Interest Rates and Interest C	harges	
If you live in:  California  10% (1)  Arkansas  17% (2)  Connecticut, Washington, Michigan  Hawaii, North Carolina, Massachusetts, South Carolina, Massachu			
Arkansas 17% (1)  Arkansas 17% (2)  Connecticut, Washington, Michigan 12% (3)  Hawaii, North Carolina, Massachusetts, South Carolina, Minesota, Louisiana Florida 15% (5)  Nebraska, Guam 18% (4) on balances of \$5 more; 21% (6) on all other balan 18% (4) on balances between \$750 and \$2,000; 21% (6) on all other balan 18% (4) on balances of \$7 less; 12% (3) on balances of \$7 less; 12% (6) on balances of \$1 and under; 21% (6) on balances of \$1 and under;		If you live in:	The APR is:
Connecticut, Washington, Michigan  Hawaii, North Carolina, Massachusetts, South Carolina, Minnesota, Louisiana  Florida  Florida  Alabama  Alabama  Alabama  Alabama  Alabama  West Virginia  West Virginia  Kentucky  All other states, Puerto Rico and the District of Columbia  All other retates, Puerto Rico and the District of Columbia  All other of computing the balance  Method of computing the balance  Annual Fee  Minimum finance charge  I awaii, Arkansas,  I 2% (3)  I 8% (4) on balances of \$57  loss;  I 2% (6) on all other balan  Recurrent remains a speat than \$750.  All other states, Puerto Rico and the District of Columbia  The minimum finance charge is		California	10% (1)
Michigan Hawaii, North Carolina, Massachusetts, South Carolina, Minnesota, Louisiana Florida 15% (4)  18% (4)  18% (4)  18% (4) on balances of \$5 more;  21% (6) on all other balan  18% (4) on balances between \$750 and \$2,000;  21% (6) on all other balan  West Virginia 18% (4) on balances of \$7 less;  12% (3) on balances of \$7 less;  12% (3) on balances of \$7 less;  12% (6) on balances of \$7 less;  12% (6) on balances of \$1: and under;  21% (6)		Arkansas	17% (2)
Massachusetts, South Carolina, Minnesota, Louisiana  Florida  Florida  15% (5)  Nebraska, Guam  18% (4) on balances of \$5 more;  21% (6) on all other balan  Alabama  18% (4) on balances between \$750 and \$2,000;  21% (6) on all other balan  West Virginia  18% (4) on balances of \$7 less;  12% (3) on balances great than \$750.  Kentucky  8% (7) on balances of \$1 and under;  21% (6) on balances of \$1 and under;  21% (6) on balances above \$15,000.  All other states, Puerto Rico and the District of Columbia  Grace Period for repayment of balances  All other states, Puerto Rico and the District of Columbia  Grace Period for repayment of balances  Average daily balance (excluding current transactions)  Method of computing the balance  Annual Fee  None  Minimum finance charge  If you live in:  The minimum finance charge is		Michigan	<b>12%</b> (3)
Nebraska, Guam  18% (4) on balances of \$5 more;  21% (6) on all other balan  Alabama  18% (4) on balances between \$750 and \$2,000;  21% (6) on all other balan  West Virginia  18% (4) on balances of \$7 less;  12% (3) on balances great than \$750.  Kentucky  8% (7) on balances of \$1 and under;  21% (6) on balances of \$1 and under;  21% (6) on balances above \$15,000.  All other states, Puerto Rico and the District of Columbia  Grace Period for repayment of balances  All other states, Puerto Rico and the District of Columbia  4 and under;  21% (6) on balances above \$15,000.  21% (6)  The minimum finance charge is the minimum finance		Massachusetts, South Carolina, Minnesota, Louisiana	18% (4)
Alabama  Begin (4) on balances betwoeven \$750 and \$2,000; 21% (6) on all other balan \$750 and \$2,000; 21% (6) on balances of \$7 less; 12% (3) on balances great than \$750.  Kentucky  Begin (7) on balances of \$1: and under; 21% (6) on balances aboven \$15,000.  All other states, Puerto Rico and the District of Columbia 30 days on average  Method of computing the balance  Average daily balance (excluding current transactions)  Annual Fee  Minimum finance charge  If you live in:  The minimum finance charge is		Florida	<b>15%</b> (5)
Alabama  18% (4) on balances betwee \$750 and \$2,000;  21% (6) on all other balances of \$7 less;  12% (3) on balances great than \$750.  Kentucky  8% (7) on balances of \$1 and under;  21% (6) on balances above \$15,000.  All other states, Puerto Rico and the District of Columbia  30 days on average  Method of computing the balance  Average daily balance (excluding current transactions)  Annual Fee  Minimum finance charge  If you live in:  The minimum finance charge is		Nebraska, Guam	<b>18%</b> (4) on balances of \$500 or more;
Alabama  18% (4) on balances betwee \$750 and \$2,000;  21% (6) on all other balances of \$7 less;  12% (3) on balances great than \$750.  Kentucky  8% (7) on balances of \$1 and under;  21% (6) on balances above \$15,000.  All other states, Puerto Rico and the District of Columbia  30 days on average  Method of computing the balance  Average daily balance (excluding current transactions)  Annual Fee  Minimum finance charge  If you live in:  The minimum finance charge is			21% (6) on all other balances
West Virginia  18% (4) on balances of \$7 less;  12% (3) on balances great than \$750.  Kentucky  8% (7) on balances of \$1: and under;  21% (6) on balances abov \$15,000.  All other states, Puerto Rico and the District of Columbia  Grace Period for repayment of balances  Method of computing the balance  Average daily balance (excluding current transactions)  Annual Fee  Minimum finance charge  If you live in:  The minimum finance charge is		Alabama	18% (4) on balances between \$750 and \$2,000;
West Virginia  18% (4) on balances of \$7 less;  12% (3) on balances great than \$750.  Kentucky  8% (7) on balances of \$1: and under;  21% (6) on balances abov \$15,000.  All other states, Puerto Rico and the District of Columbia  Grace Period for repayment of balances  Method of computing the balance  Average daily balance (excluding current transactions)  Annual Fee  Minimum finance charge  If you live in:  The minimum finance charge is			21% (6) on all other balances.
Kentucky  8% (7) on balances of \$15 and under;  21% (6) on balances abov \$15,000.  All other states, Puerto Rico and the District of Columbia  30 days on average  Method of computing the balance  Average daily balance (excluding current transactions)  Annual Fec  None  Minimum finance charge  Hawaii, Arkansas,		West Virginia	<b>18%</b> (4) on balances of \$750 or less;
All other states, Puerto Rico and the District of Columbia  Grace Period for repayment of balances  Method of computing the balance  Average daily balance (excluding current transactions)  None  Minimum finance charge  Hawaii, Arkansas,			12% (3) on balances greater than \$750.
All other states, Puerto Rico and the District of Columbia  Grace Period for repayment of balances  Method of computing the balance  Average daily balance (excluding current transactions)  Annual Fee  Minimum finance charge  If you live in:  The minimum finance charge is		Kentucky	<b>8%</b> (7) on balances of \$15,000 and under;
and the District of Columbia  Grace Period for repayment of balances 30 days on average  Method of computing the balance Average daily balance (excluding current transactions)  Annual Fec None  Minimum finance charge If you live in: The minimum finance charge is  Hawaii, Arkansas,			<b>21%</b> (6) on balances above \$15,000.
Method of computing the balance Average daily balance (excluding current transactions)  Annual Fee None Minimum finance charge If you live in: The minimum finance charge is			21% (6)
Annual Fee None Minimum finance charge If you live in: The minimum finance charge is  Hawaii, Arkansas,	Grace Period for repayment of balance	s 30 days on average	
Annual Fee None Minimum finance charge If you live in: The minimum finance charge is  Hawaii, Arkansas,	Method of computing the balance	Average daily balance (exclu-	ding current transactions)
Hawaii, Arkansas,		None	,
	Minimum finance charge	If you live in:	The minimum finance charge is:
District of Columbia, Maryland, Nebraska, Michigan, North Carolina, South Carolina, Arizona, and Guam		District of Columbia, Maryland, Nebraska, Michigan, North Carolina, South Carolina,	None
All other states (N) \$0.50			· <del>  · · · · · · · · · · · · · · · · · ·</del>

<sup>(1)</sup> Monthly Periodic Rate of 0.833%
(2) Monthly Periodic Rate of 1.4166%
(3) Monthly Periodic Rate of 1.000%
(4) Monthly Periodic Rate of 1.500%

<sup>(5)</sup> Monthly Periodic Rate of 1.250%

<sup>(6)</sup> Monthly Periodic Rate of 1.750%

<sup>(7)</sup> Monthly Periodic Rate of 0.666%

#### RETAIL INSTALLMENT CREDIT AGREEMENT

natural person or organization

In this Agreement, the words "you" and "your" refer to any person who signs this Agreement, has requested and is issued a Tiffany & Co. credit card, or is authorized to use this Tiffany & Co. credit card account ("Account"); "we", "us", "our", and "Tiffany & Co," refer to Tiffany & Company U.S. Sales LLC, a Delaware limited liability company with an address at Fifth Avenue and 57th Street, New York, NY 10022, and any person or entity to whom this Account may be assigned.

#### 1. PROMISE TO PAY/WHEN AGREEMENT IS EFFECTIVE

When you sign the Application for this Account, you will be agreeing to everything written here. Therefore, before you sign the Application, you should read this entire Agreement, which includes the costof-credit disclosures required by Federal Law. The information you provide on the Application that identifies you is incorporated in this Agreement by reference. This Agreement will not be effective until we approve your Application, and then after that, only if you or someone authorized by you signs a sales slip or otherwise charges a purchase to this Account.

#### 2. COST OF CREDIT

(a) As required by applicable law, the following chart sets forth some of the terms of the Account:

Annual Percentage Rates (APR) for Purchases	8% - 21%  The APR varies by state; please see the "State Specific Interest Rates and Interest Charges" table below in this account agreement.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
For Credit Card Tips from	To learn more about factors to consider when applying for or using a credit card,
the Consumer Financial	visit the website of the Consumer Financial Protection Bureau at
Protection Bureau	http://www.consumerfinance.gov/learnmore

Annual Fee	None
Penalty Fees	•
• Late Payment	<b>\$0.00 to \$10.00</b> . This fee will vary by state; please see Paragraph 5 below in this account agreement.
<ul><li>Returned Payment</li></ul>	<b>\$0.00 to \$25.00</b> . This fee will vary by state; please see Paragraph 5 below in this account agreement.

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EXHIBITE

PLEASE VISIT WWW.TIFFANY.COM/PRODUCTCARE

## Tiffany & Co.

WHITE PLAINS (914) 686-5100

Sales Professional:T.Miller

STORE : 0019 REG: 050 07/07/2021 RSP: 16952

TRAN: 885874 DEPOSIT/1

#### 

DEPOSIT ISSUE

1500.00

Reason: Sales Order

Total VISA

\$1500.00 1500.00

7659523599433552 HTUA 634865

PRYCE\_LATTY/PATRICK NAME

Mode

ACCI # /I /T

HID:

Issuer 67229000195 08424655 a0000000980840 8080088000 TID: AID: TVR: IAD:

6800 TSI: ARC: 00



0000037279869

## 100015005E058858

PURCHASER NAME & ADDRESS: SALUTATION PATRICK PRYCE 1234 MIDLAND AVE BRONXVILLE, NEW YORK 10708 UNITED STATES (914)786-3642

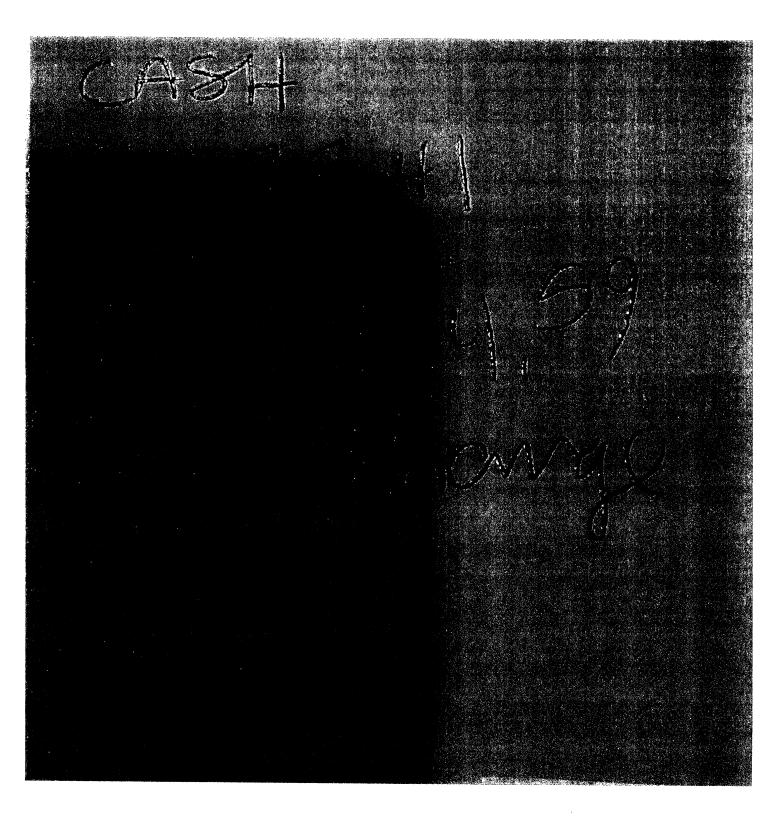
Transaction Comments SKU: 63220213

### SALES AUDIT COPY TIFFANY & CO.

07/07/2021 06:08PM Customer shall be responsible for compliance with applicable laws and regulations regarding payment of all sales taxes, duties and other taxes and the declaration of goods in their state or country of residence. Your state may require you to report and remit use taxes
associated with this purchase,
unless specifically exempt from
taxation. Fallure to do so may subject
the customer to civil and/or criminal liability and may affect the ability
of Tiffany & Co. to provide

A after sales service.
TO VIEW CARE INSTRUCTIONS
PLEASE VISIT

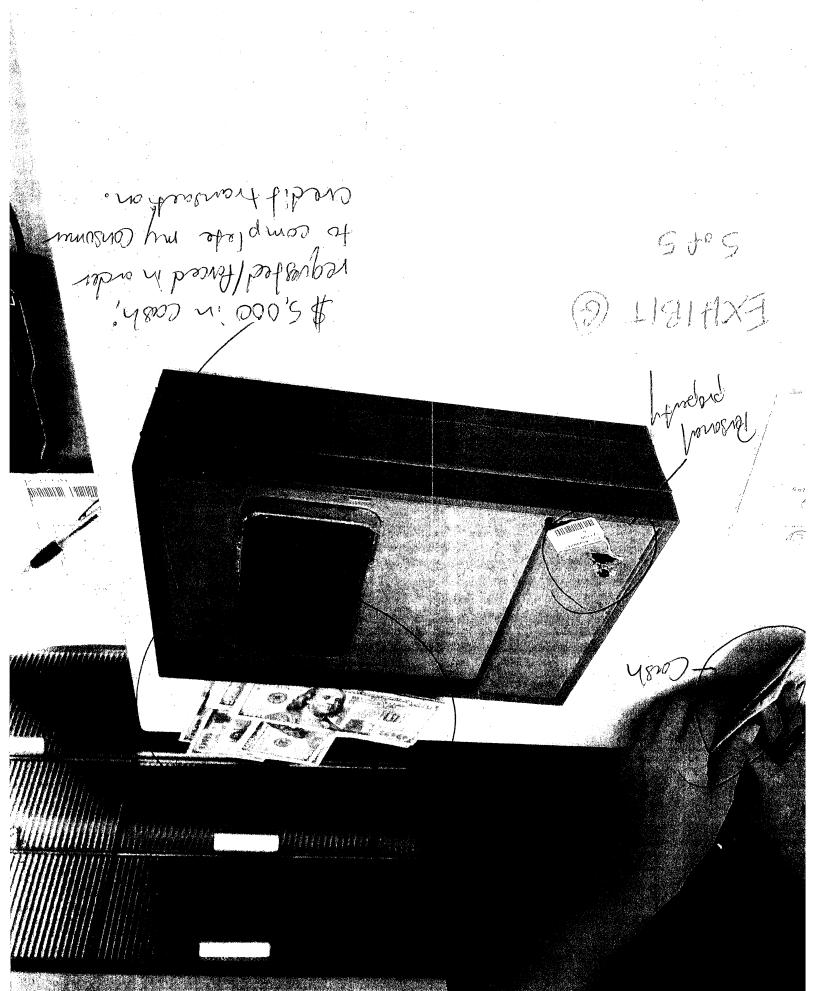
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Case 4:22-cv-00419 Document 1-2 Filed on 02/08/22 in TXSD Page 50 of 52

EXHIBIT @

Cash down for Opposit Oppt b/w Z:30-3:00 See terms on note



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### TIFFANY & CO.

WHITE PLAINS (914) 686-5100

Sales Professional: K. Drab

ORDER #: 109299854 STORE: 0019 REG: 998 07/31/2021 RSP: 27026 TRAN: 9854 TAKE

Bas Charses 535-11-00053511 18KPT RDRU 1 41TW W/2RDDI 151-92-63220213 0.05 23900.00

23900.05 2001.63 Subtotal 8.375% 331193170

Cash toward 10601 \$25901.68<sub>3</sub>

Said to

be owed

but Shews

balance?

in a positive

1SS DATE 07/31/2021 DDC # 000190109070605 0.01

CRD CODE 603 First Installment Due: 09/21, 25% DOWN PAYMENT, 1/12, Interest Free

0000037279869

## ORDER CONFIRMATION CUSTOMER COPY

TIFFANY & CO.

109299854 07/31/2021 3:05PM

Customer shall be responsible for compliance with applicable laws and regulations reparding searching sear compliance with applicable laws and regulations regarding payment of all sales taxes, duties and other taxes and the declaration of goods in their state or country of residence. Your state may require you to report and remit use taxes associated with this purchase, unless specifically exempt from taxation. Failure to do so may subject the customer to civil and/or criminal liability and may affect the ability of Tiffany & Co. to provide after-sales service.

Credit ) consumer trong.

unay prevent Thiany & Co. from providing after-sales service Day appropriate caxes and dottes in any lurisdiction outside of the U Customer's fallure to properly declare the merchandise and or Alno Ribaro esibranterem eldebroder-nomzo egnadora na oz bellitite err purchases over \$200 Mill be refunded by mail check. Off recipients by check only if the funds have been received by Thing & Co. Cash and the case of the sales receipt and, in the case of purchases the purchase was made. Refunda will be issued by company check only

batchases will receive a credit to the cardiolder's account on which he provided only for purchases by each or check credit or charge card returned in saleable conflicion within 30 days of receipt. Refunds will or credit (excluding any shipping charges) or for exchange only if Merchandise will be accepted by Tillany & Co. in the U.S. for refund

and the leaves of that credit eard shall also apply. the terms and conditions in the agreement between the cardholder it a credit or charge card has been used to make this purchase, The terms and conditions applicable to this sale are set forth below.

JERWS OF SVEE

zasit bitp://www.iffanty.com/producteare For impermation on how to care for your Tiffany & Co. selection, or entail CustometService Littlany.com For questions about this receipt or your account. Roll 2 800 843 3369

each merchandise. unay prevent Hillany & Co. from providing after-sales service on pay appropriate taxes and duties in any jurisdiction outside of the U.S. Customer's failure to properly declare the merchandise and/or are entitled to an exchange or non-refundable merchandise credit only. parchases over \$200 will be paranded by inall check. Gift recipients by check, only if the funds have been received by Tiffany & Co., Cash upon presentation of the sales receipt and, in the case of purchases the purchase was made. Belunds will be issued by company check only precises will receive a credit to the cardbolder's account on which be postiled outly for porchases by each of which are precised outly for porchases by each of the card outly for porchase card or credit (exchaing any shipping chenges) of for exchange only if Merchandise will be accepted by Millary & Co. in the U.S. for refund

and the issuer of that credit eatd shall also apply. The terms and conditions applicable to this sale are set forth below.

If a credit of charge card has been used to make this purchase, the terms and conditions in the sgreenest between the cardholder and charge the supplicable has apply the factors of these conditions in the sgreenest beautiful the apply.

LERMS OF SALE

with the period of the period of the properties of the period of the pFor information on how to care for your Titlany & Co. selection, or email CustomerServices, thingsycom. ease EFB 008 I lies useslig reduinful autro la 100 LAGE 728 008 I lies where the work of so